

Agreement

Between

TOWN OF ASHBURNHAM

And



**ASHBURNHAM HIGHWAY, MUNICIPAL GROUNDS,
DPW, WATER, AND SEWER UNIT**

JULY 1, 2018 – JUNE 30, 2021

www.seiu888.org

TABLE OF CONTENTS

| | |
|--|----|
| PREAMBLE | 3 |
| ARTICLE 1: RECOGNITION | 3 |
| ARTICLE 3: AGENCY SERVICE FEES | 4 |
| ARTICLE 3A: DUES | 5 |
| ARTICLE 4: NONDISCRIMINATION | 5 |
| ARTICLE 5: MANAGEMENT RIGHTS | 5 |
| ARTICLE 6: PROBATIONARY EMPLOYEES..... | 7 |
| ARTICLE 7: WORK HOURS AND OVERTIME | 7 |
| ARTICLE 8: MEAL PERIODS..... | 8 |
| ARTICLE 9: SENIORITY | 9 |
| ARTICLE 10: REDUCTIONS IN FORCE | 9 |
| ARTICLE 11: VACANCIES, PROMOTIONS, AND TRANSFERS | 10 |
| ARTICLE 12: HEALTH AND WELFARE | 10 |
| ARTICLE 12A: SHORT TERM/LONG-TERM DISABILITY INSURANCE | 11 |
| ARTICLE 13A: SICK LEAVE BUYBACK..... | 11 |
| ARTICLE 13B: SICK LEAVE BANK 2018 | 11 |
| ARTICLE 13C: ACCRUED SICK LEAVE..... | 12 |
| ARTICLE 14: BEREAVEMENT LEAVE..... | 12 |
| ARTICLE 15: VACATION..... | 12 |
| ARTICLE 16: HOLIDAYS | 13 |
| ARTICLE 17: OTHER LEAVE | 14 |
| ARTICLE 18: GRIEVANCE PROCEDURE..... | 15 |
| ARTICLE 19: DISCIPLINE AND DISCHARGE | 16 |
| ARTICLE 20: CONDITIONS OF EMPLOYMENT | 16 |
| ARTICLE 21: CLOTHING ALLOWANCE AND EQUIPMENT | 18 |
| ARTICLE 22: SAFETY | 18 |
| ARTICLE 23: TRAINING AND TUITION REIMBURSEMENT | 19 |
| ARTICLE 24: NO STRIKE PROVISION | 19 |
| ARTICLE 25: TOWN PERSONNEL BYLAWS..... | 19 |
| ARTICLE 26: STABILITY OF AGREEMENT | 20 |
| ARTICLE 27: WAGES | 20 |
| ARTICLE 28: DURATION..... | 20 |
| ATTACHMENT A : WAGES..... | 22 |

AGREEMENT BETWEEN TOWN OF ASHBURNHAM AND SEIU, LOCAL 888

PREAMBLE

THIS AGREEMENT entered into by the TOWN OF ASHBURNHAM (hereinafter referred to as the "Town" or the "Employer") and SEIU, Local 888 (hereinafter referred to as the "Union") has as its purpose the promotion of harmonious relations between the Employer and the union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of wages, hours of work and other conditions of employment.

If any of the provisions of this agreement shall in any manner conflict with or contravene any Federal or Commonwealth law or statute, such provisions shall be considered null and void and shall not be binding on the parties hereto; in such event, the remaining provisions of this Agreement shall remain in full force and effect.

ARTICLE 1: RECOGNITION

1.01 The Employer recognizes the union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for all full-time and regular part-time Highway, Municipal Grounds, Water, and Sewer employees including but not limited to the following titles: grounds department foreman; water operator; grounds crew; mechanics; operator; truck driver; laborer; highway laborer; head mechanic; highway foreman; water and sewer operator; excluded are all managerial, confidential, clerical, and administrative employees.

1.02 The employer will not aid or abet, promote, or finance any other labor group, organization, or individual, that purports to engage in collective bargaining, or make any agreement with any such group, organization, or individual for the purpose of undermining the union or changing any conditions contained in this agreement. Allegations of violations of this Section constitute a "prohibited practice" and must be filed with the Labor Relations Commission and not under the contract's grievance procedure.

ARTICLE 2: UNION RIGHTS

2.01 The Union shall furnish the Employer with a written list of Union representatives immediately after the designation of such representatives; and the Union shall notify the Employer of any changes in the list of representatives.

2.02 The Union Officers shall be granted reasonable time off from work with full pay for the purpose of meeting with management to investigate, present and adjust grievances. Permission

for time-off shall be requested as far in advance as possible except in emergency situations and where practical no less than twenty-four (24) hours in advance of the proposed meeting time.

If collective bargaining meetings with management are scheduled during working hours, members of the bargaining team will be excused from work with full pay to attend such meetings.

All meetings between the negotiating committee will be held at a site in the Town mutually agreed upon by both parties.

2.03 When the Town provides an orientation for new employees or employees entering the bargaining unit for the first time, up to one (1) hour shall be allotted to the Union and to the new employees during which time a union representative may discuss the Union with the employee.

2.04 Bulletin boards in common areas shall be provided for the use of the Union. The Union shall not post notices containing libelous messages and only on approved bulletin boards.

ARTICLE 3: AGENCY SERVICE FEES

3.01 In accordance with the United States Supreme Court's decision in Janus v. AFSCME Council 31, U.S. Supreme Court Docket No. 16-1466, 585 U.S. (June 27, 2018), the Town will not deduct an agency service fee from a non-union bargaining unit member's wages without such employee's affirmative consent in writing as set forth in Section 3.03 below.

3.02 The Union agrees to indemnify and save the Town harmless against all claims, suits or other forms of liability arising out of the deductions of such agency service fee from an employee's pay or out of application of this Article. The Union agrees to assume full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer of the Union, who shall provide such information to the Town Treasurer as may be required by said Town Treasurer.

3.03 Any authorization for deduction shall be on the following form:

PAYROLL DEDUCTION AUTHORIZATION – AGENCY SERVICE FEE

I hereby voluntarily request and authorize the Town of Ashburnham to deduct Agency Service Fees, in the amounts specified by the Union for contract administration and negotiation, from my regular paycheck and to remit that money to the **Local 888 SIEU**.

It is understood that I reserve the right to withdraw this authorization at any time by giving notice to the Town Administrator, and by filing a copy of such withdrawal of authority for such payroll deductions with the treasurer of the Union.

Signature
Name:
Address:

3.04 This Article shall not apply to any employee who has authorized the Town Treasurer to deduct Union dues under Article 3A of this Agreement.

3.05 No action by the Town shall be considered against any member of the bargaining unit who chooses not to pay either Union dues or an agency service fee.

3.06 It is understood by the Town and the Union that deduction of the agency service fee shall be made by the Town through its Treasurer only during the existence of an executed agreement between the Town and the Union."

ARTICLE 3A: DUES

The employer agrees to deduct the union dues once per pay period from the pay of the employees who individually request, in writing, that such deductions be made.

The Town shall issue a monthly check to the Union as directed by Local 888.

ARTICLE 4: NONDISCRIMINATION

There shall be no discrimination by the Town or the Union because of: race; creed; color; sex/gender, age as defined by law; sexual orientation, as defined by law; gender identity and expression; ancestry; national origin; criminal records, as defined by law; disability; national origin; genetic information; pregnancy; veteran status as defined by law; or military status, as defined by state law; or any other legally protected class status of any employee -- and there shall be no discrimination against any employee because of his/her acting in a rightful and lawful manner as an officer or representative on behalf of the Union, consistent with the specific terms of this Agreement.

ARTICLE 5: MANAGEMENT RIGHTS

5.01 Nothing in this Agreement shall limit the Town in the exercise of its function of management and in the direction and supervision of the Town's business. This includes but is not limited to, the right to add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change process; assign work and work to be performed; schedule shifts; hours to work and lunch periods; hire; suspend; demote; discipline or discharge for just cause; transfer or promote employees; layoff due to lack of funds or lack of work; establish reasonable rules for employees safety, or orderly operations; establish new jobs; abolish and change existing jobs; and determine where and by whom work will be done, except where any such rights are specifically modified or abridged by terms of this Agreement.

5.02 Unless an express, specific provision of this Agreement clearly provided otherwise, the Town acting through its Town Administrator and DPW Superintendent or other appropriate officials strictly adhering to the chain of command as may be authorized to act on their behalf,

retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage and control the Department of Public Works.

5.03 By way of example, but not limitation, management retains the following rights:

- To determine the mission, budget and policy of the Department;
- To determine the organization of the Department, the number of employees, the work functions, and the technology of performing them;
- To determine the numbers, types, and grades of positions or employees assigned to an organizational unit, work project, or to any location, task, vehicle, building, station or facility;
- To determine the methods, means and personnel by which the Department's operations are to be carried;
- To manage and direct employees of the Department;
- To maintain and improve orderly procedures and the efficiency of operations;
- To hire, promote and assign employees;
- For legitimate safety purposes to transfer, temporarily reassign, or detail employees to other shifts or other duties within the DPW department;
- To determine the equipment to be used and the uniforms to be worn in the performance of duty;
- To determine the policies affecting the hiring, promotion, and retention of employees;
- To establish qualifications for ability to perform work in classes and/or ratings, including physical, intellectual, and mental health qualifications;
- To lay-off employees in the event of lack of work or funds under conditions where management believes that the continuation of such work would be less efficient, less productive, or less economical;
- To take whatever actions may be necessary to carry out its responsibilities in situations of emergency;
- To enforce existing rules and regulations for the governance of the Department and to add to or modify such regulations as it deems appropriate subject to fulfilling its bargaining obligations;

- To suspend, demote, discharge, or take other disciplinary action against employees, to require the cooperation of all employees in the performance of this function, and to determine its internal security practices;

5.04 Nothing in this article will prevent the Union from filing a grievance concerning a violation of a specific provision of this contract. However, where there are no specific provisions of the contract limits its ability to act, management may exercise its rights under this article without having such actions being subject to the grievance procedure. The parties are not waiving any of its rights under Massachusetts General Laws 150E.

5.05 The parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects, whether or not included in this Agreement. Accordingly, as to any such matter over which the contract is silent, the Town retains the right to make changes but only after prior consultation with the Union, involving notice and opportunity to bargain, if the Union so requests, to the point of agreement or impasse in compliance with Massachusetts General Law 150E.

ARTICLE 6: PROBATIONARY EMPLOYEES

Any new employee of the Highway, Municipal Grounds, Water, and Sewer departments shall be considered a probationary employee during the first six (6) months of actual employment. Employees shall enjoy all rights and benefits as provided by the collective bargaining agreement except for just cause, until the term of this probation period has been met.

ARTICLE 7: WORK HOURS AND OVERTIME

7.01 An employee who has completed the probationary period and who works a regularly established work schedule of at least forty (40) hours per week shall be deemed a full-time employee. Such an employee is eligible for employee benefits as defined in Article 12. An employee who has completed the probationary period and regularly works less than forty (40) hours but more than twenty (20) hours per week on a regular, year round basis shall be deemed as a regular part time employee. Such employee is eligible for all employee benefits on a pro-rated basis.

7.02 The work week shall consist of five (5) consecutive eight (8) hour days, normally Monday through Friday. Each employee shall be scheduled to work a shift with regular starting and quitting times. The regular hours of work each day shall be consecutive.

The work week for regular part time employees shall be established by the Department Head and/or Appointing Authority.

7.03 Overtime. Employees covered by this Agreement shall be paid overtime at the rate of one and one-half times regular rate of pay for working in excess of eight (8) hours per day or forty (40) hours in one (1) week. A week is defined as that period of time commencing at 12:01 AM Sunday

morning and ending 12:00 midnight the following Saturday. When calculating overtime pay, paid holidays, sick days, vacation days, and personal days shall be considered as time worked.

7.04 Holiday and Sunday Pay. Notwithstanding the provisions of Section 3, work on a holiday or Sunday shall be paid as double time. If an employee works on a paid holiday, Employee shall also receive 8 hours of holiday regular pay. All other overtime pay shall be compensated at time and a half.

7.05 Call-back. There shall be a minimum of four (4) hours paid overtime for employees called back to work after their normal workday has ended. Employees who are called to work prior to the start of their next shift shall be paid for the hours worked or a minimum of four (4) hours overtime, whichever is more.

7.06 Overtime Distribution. Overtime shall be impartially distributed among personnel in each department who ordinarily perform such related work in the normal course of their work week. When, in case of extreme emergency, it is necessary to call in personnel from other departments to aid and assist, the personnel from areas other than the area which normally performs such related work shall be released from their duties first when the work load lessens.

7.07 The Town shall have the right and authority to schedule the hours of the employees and to determine the beginning and ending times of a shift; provided, however, the Town shall not temporarily change for one day said starting and ending times for the sole purpose of eliminating the paying of overtime for that day to employees on the shift.

7.08 On Call

On Call employees shall receive a weekly on call rate as follows:

FY 2019 - \$300

FY 2020 - \$325

FY 2021 - \$350

The current procedures regarding on-call shall continue unless both parties mutually agree otherwise. At the discretion of the DPW Superintendent the on-call employee will have access to a town owned vehicle for their use as an emergency responder and is for town use only.

ARTICLE 8: MEAL PERIODS

8.01 All employees shall be granted a paid meal period of one-half (1/2) hour's duration. This half (1/2) hour shall be between 11:30 a.m. and 1:15 p.m.

8.02 There shall be a fifteen minute rest period for each employee during the time between the beginning of the regular work shift and the meal break normally 9:00AM. Such rest period shall be scheduled at the discretion of the Superintendent.

ARTICLE 9: SENIORITY

Employees, who are members of this bargaining unit as of the date of the contract's ratification, shall have as their seniority date the date of hire into the service of the Town of Ashburnham. Employees hired after the date of the contract's ratification shall have as their seniority date the date of hire into the bargaining unit. An employee shall lose seniority if the employee quits or resigns; is discharged; when recalled from a layoff, fails to return to work within five working days after notification was sent by registered mail.

ARTICLE 10: REDUCTIONS IN FORCE

10.01 The Town may lay off an employee for lack of work, lack of funds, and other legitimate reasons. The Town shall notify the Union prior to any effective date of layoff so that the Union may meet with the Town to discuss possible alternatives.

10.02 The Town shall make a reasonable effort to provide an employee who is to be laid off with a written notice of the impending lay off not less than five (5) working days prior to the effective date of the lay-off.

10.03 In the event of a layoff or a reduction of hours, the reductions shall be made within a specific job classification within a particular department (i.e. Highway, Municipal Grounds, Water, and Sewer) in reverse order of seniority.

10.04 An employee who is to be laid off shall have the right to bump a less senior employee in another department provided the bumping employee is qualified to do the work of the bumped employee at an equal or lesser grade.

10.05 An employee who has been laid off shall be entitled to recall rights for a period of twelve (12) months from the effective date of the lay-off. Employees shall be recalled by seniority, provided an employee being recalled is qualified to do the work of the position to which they are recalled.

10.06 An employee shall be notified in writing by registered mail of an opportunity for recall. Such employee shall notify the Town, through the Superintendent, no later than five (5) working days after the date of such notice if they wish to be reinstated. If the employee fails to respond within the specified time, they shall forfeit their recall rights. Failure to report to work will be considered just cause for termination under Article 11.

10.07 An employee who is recalled and reinstated shall be credited with such wage and fringe benefits as they were entitled to at the effective date of the lay-off.

10.08 In connection with any notice to be sent pursuant to this Article, it shall be the responsibility of the employee to advise the Town of the address to which notice shall be sent, and the Town may rely on such information as supplied by the employee.

ARTICLE 11: VACANCIES, PROMOTIONS, AND TRANSFERS

11.01 Vacancies and/or newly created positions in the bargaining unit will be posted on department bulletin boards, for a period of seven (7) working days prior to the Town advertising the position outside of the Department of Highway, Municipal Grounds, Water, and Sewer.

11.02 Employees of the bargaining unit having the qualifications to fill a posted position and desiring to be considered shall apply in writing. If there are internal candidates that are qualified, then seniority will be weighted in the selection process.

11.03 Any employee, who applied for a position which was posted, and not selected, shall be given reasons for denial in writing if he/she so requests.

11.04 Rate of Pay for Promotion. A promotional increase which is at least equivalent to the minimum salary of the new pay grade shall be granted at the time of the promotion, but shall not be less than what the employee is presently earning.

11.05 Rate of Pay for Transfer or Demotion. When an employee is transferred from one bargaining unit position to another in the same pay grade, the employee shall continue at the same pay rate. When an employee is demoted to a position with a lower pay grade, the employee's salary shall be reduced to a pay rate within the lower pay grade. The pay grade selected will be determined by the pay grades directly related to the classification levels of the pay plan.

11.06 For those existing bargaining unit members receiving the position, the first thirty (30) days of continuous employment after the initial hiring date shall be considered a temporary transfer. Within the first thirty (30) days if the Town believes that the individual is not performing up to standards or the individual determines that the position is not compatible, the individual shall be placed back into their most recent previously held bargaining unit position.

11.07 Pay for Temporary Assignment Outside Classification. When an employee is temporarily assigned to a position for a period of at least one (1) month in a class with a higher minimum rate of pay (working out of the classification), the employee shall receive a pay increase to the starting rate of the higher classification for the duration of the temporary assignment not to exceed six (6) months. When an employee is temporarily assigned to a classified position below their existing grade, the employee shall continue to be paid at their current rate.

ARTICLE 12: HEALTH AND WELFARE

12.01 Group Insurance. Group medical and life insurance is offered to eligible full time and eligible part time employees and their families. The Town agrees to provide a group health insurance plan to collective bargaining unit members in accordance with Chapter 32B of Massachusetts General Laws, subject to the bargaining obligation of Chapter 150E of Massachusetts General Laws. Such plans are contributory. The Town will also provide long-term and short-term disability if available.

12.02 Additional Insurance. The Town may offer additional life or dental or other insurance to employees.

ARTICLE 12A: SHORT TERM/LONG-TERM DISABILITY INSURANCE

12A.01 The Town agrees to provide all full-time employees, at no cost, short-term and long-term disability insurance beginning on the first day of the month following the date of signing of this contract.

12A.02 Employees at their discretion may use time from their accrued sick leave balance or time from their sick leave buyback (if applicable) to supplement any Short-Term or Long-Term disability payments not to exceed 100% of regular pay.

12A.03 Employees at their discretion may use time either from their Sick Leave Buyback Account (Article 13A), Sick Leave Bank (Article 13B) or accrued sick leave (13D) to supplement any Short Term or Long Term disability payments not to exceed 100% of regular pay. Time used from the buyback account or buyback accounts will be deducted from any retirement payout option. In the event of any separation from Town Service, any unused accrued sick leave will be forfeited.

ARTICLE 13A: SICK LEAVE BUYBACK

Sick Leave Buyback Prior 2009. Eligible employees, as of December 31, 2009, who have accrued unused sick time credited to an employee's account, up to 120 days, for 60 days' pay at their rate as of December 31, 2009, to be paid upon retirement or death from Town service.

Any employee hired after June 30, 2006 will not receive any sick leave buyback.

ARTICLE 13B: SICK LEAVE BANK 2018

13B.01 Sick Leave Bank 2018. Current employees, as of the date of signing of this contract, who have accrued unused sick time will have it credited to a Sick Leave Bank account. In the event of separation from the Town, unused Sick Leave Bank 2018 time will be forfeited.

13B.02 Dissolution of prior Sick Bank. Effective for this contract only, as the Union transitions from a sick bank to short/long-term disability insurance, any employee who was enrolled as of July 1, 2018 in the Sick Bank program, previously titled Section 6- Sick Bank, will have a one-time credit of 16 hours added to their accrued sick-time effective the date of signing of this contract.

ARTICLE 13C: ACCRUED SICK LEAVE

13C.01 Beginning with the first day of the month following the month which the contract is signed, regular full-time employees shall be eligible to earn a total not to exceed eight (8) leave days with pay during each calendar year. One sick leave day will be accrued and credited to an employee's account for each month of service on or about the 1st day of each month of service, not to exceed eight (8) sick-leave days. In the event of separation from the Town, unused Sick Leave Bank 2018 time will be forfeited.

13C.02 Sick leave shall not accrue during any month in which the employee does not perform services for at least one day or whenever an employee is granted a leave of absence without pay.

13C.03 In the event of serious sickness in the immediate family of any employee – spouse, parent, child, – the employee shall be granted up to three (3) days leave of absence with full pay to make household adjustments and arrange for medical services, the same to be deducted from accrued sick leave (Article 13C).

ARTICLE 14: BEREAVEMENT LEAVE

14.01 Immediate Family. Employees shall be granted a paid leave of absence ~~with pay~~ for up to five (5) days when a death has occurred in their immediate family upon request to their Department Head for attendance at the memorial service and for a period of bereavement. Immediate family shall be defined as father, brother, sister, spouse, child, mother/father-in-law, or foster parent/child.

14.02 Other Family. Employees shall be granted a paid leave of absence for up to three (3) days upon request to their Department Head for attendance at the memorial service and for a period of bereavement. Other family shall be defined as ~~for the death of a~~ sister/brother-in-law, aunt, uncle, niece, nephew, grandparent, or grandchild.

14.03 Cousin. Employees shall be granted a paid leave of absence for one (1) day upon request to their Department Head for attendance at a memorial service for the death of a cousin.

14.04 Additional Leave. Greater bereavement leave may be taken upon the request and with the approval of the department head. Leave so granted will be charged to the employee's accrued sick leave.

ARTICLE 15: VACATION

15.01 The employees shall be eligible to vacation as provided by the following schedule:

Fifteen (15) days' vacation after one year service.

Twenty-one (21) days' vacation after five years' service.

Twenty-four (24) days' vacation after ten years' service.
Twenty-eight (28) days' vacation after fifteen years' service.

New employees with less than one year will be eligible to accrue vacation leave upon completion of their first month of employment at a rate of one day (up to 8 hours) pro-rated by scheduled hours worked per week. Employees with less than one year of service at the end of the fiscal year will continue at one day per month until their anniversary date. They will then get pro-rated vacation leave up to June 30th of the fiscal year. On July 1st they will receive their annual leave based upon the earning schedule.

15.02 With the approval of the Department Head, employees may carry up to five (5) vacation days beyond the fiscal year. These days must be used within the next twelve (12) months. Employees shall put their request in writing to the Department Head no later than thirty (30) days prior to the fiscal year.

15.03 Employees may take their vacation days as individual days or in week increments, subject to the operational needs of their respective departmental division.

15.04 In the event of any separation from Town service, the accrued vacation at the time of separation shall be paid.

ARTICLE 16: HOLIDAYS

16.01 The following days shall be recognized and observed as paid holidays:

New Year's Day – January
Martin Luther King Day – January
President's Day – February
Patriot's Day – April
Memorial Day – May
Independence Day – July
1 Floating Holiday

Labor Day – September
Columbus Day – October
Veteran's Day – November
Thanksgiving Day – November
Friday after Thanksgiving – November
Christmas Day – December

Employees will be paid for holiday pay of 8 hours for the above listed holidays provided the following conditions are met:

- (1) The employee worked the last scheduled workday prior to and the next scheduled workday after such holiday, unless the absences are approved by the Department Head.
- (2) Employee is not actively on a leave of absence when the holiday occurs.

These conditions do not apply to the floating holiday. Floating Holiday shall be used in accordance with Article 15, Vacation.

16.02 In case another day is celebrated instead of the holiday, as when the holiday falls on a Sunday, employees will receive pay only for the day so celebrated and not for two days. If an employee works on a holiday, they shall receive two times their regular rate of pay plus the holiday.

16.03 Employees wishing vacation pay in advance of actual vacation use shall submit the request to their department head who will notify the Town Administrator in writing of the request. The notification shall be made no later than the Friday before the payroll distribution date on which the employee wishes to receive the vacation pay.

ARTICLE 17: OTHER LEAVE

17.01 Employees shall be granted three (3) personal days at the beginning of each fiscal year. Personal days must be used in the fiscal year in which they are granted. In the event of any separation from Town Service, any unused personal time will be forfeited.

17.02 Civic Leave (Jury Duty). An employee shall be granted leaves of absence, designated as civil leave, for jury or other civic duty requiring the appearance before a court or other public body. Such leave shall only be during that part of the day that such appearance is required. Such employees shall receive their regular salary. Fees received from the court or other sources shall be turned in to the Town. The Town will reimburse employees for parking expenses upon presentation of a receipt. Such paid leave excludes court time as a result of personal activities where the employee is a party to the proceeding.

17.03 Leave of Absence with Pay. Employees may request a leave of absence with pay for up to five (5) days by written request to the Town Administrator. Such leave shall be granted not more frequently than once every other fiscal year to allow the employee the opportunity to take care of major personal issues such as marriage, personal property loss, financial transactions, death of a close friend, attending a wedding, graduation, etc. Employees who are granted such leave will be required to make up all time taken, but may do so using a "flexible schedule", subject to the approval of the Department Head, during the six (6) months following such leave.

Employees requesting a leave of absence shall state in writing the reasons for such request and the time requested. Failure to return to work after the expiration date shall be deemed sufficient reason for terminating the employment.

17.06. Military Leave. Employees who are members of a reserve unit of the Army, Navy, Marine Corps, Coast Guard, or Air Force of the United States or Massachusetts, shall be entitled to fifteen (15) days of annual paid military leave to attend training in such a unit. No such employee shall be subjected to any loss or reduction of seniority, or any other benefit to which they would otherwise be entitled. A current copy of the employee's Military ID will be maintained in their personnel file.

17.07. Reinstatement. Employees who leave the service of the Town for the purpose of entering the armed forces of the United States shall be reinstated in their position and duties, provided the

employee makes application for return to such service within ninety (90) days after they have received a certificate of satisfactory service from the armed services. The Town Administrator shall certify in writing that such employee is able and qualified to perform the work required and that there is work available. In considering the factor of availability of work, the Town shall replace by the returning employee, any employee with less service, who was employed for the purpose of filling the position vacated by such returning employee. Any employee returning to the service of the Town shall be credited with the period of such service in the armed forces to the same extent as though it had been a part of the terms of service to the Town.

If the laws of the United States or Massachusetts provide for more extensive military rights than the provisions herein, the federal and state laws shall prevail and the greater rights shall be granted.

17.08 Absence Without Leave. An absence of an employee from work, including an absence for a whole part of a day, that is not authorized by a specific grant of leave of absence under the provisions of the Agreement shall be deemed an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action.

17.09 Maternity/Paternity Leave. Employee Paid leave for the birth/adoption of a child shall be in accordance with the Town's bylaws and policies.

ARTICLE 18: GRIEVANCE PROCEDURE

Definitions.

Grievance: Any claim or complaint by the Union or one or more members thereof that there has been a violation, misrepresentation or misapplication of this Agreement relating to wages, hours, or other conditions of employment. (Matters covered by application of law or by regulation of any agency having jurisdiction over the parties hereto shall not be deemed a grievance (ie: MCAD)).

Day. For the purposes of this article, day shall mean Monday through Friday, excluding holidays.

Any allegation that the Town or the Department Head has violated a provision of the Agreement shall be settled in the following manner:

Step 1. The aggrieved employee shall first take up the grievance with the Department Head within ten (10) days of the incident upon which the grievance is based. The Department Head shall either adjust the grievance within ten (10) days or schedule a meeting within fourteen (14) days. After said meeting, the Department Head shall respond in writing within ten (10) days of the meeting.

Step 2. If no satisfactory resolution is forthcoming from the Department Head within the time limits set forth under Step 1, the union steward and/representative with or without the aggrieved employee shall file a written grievance (using the Grievance Form in Appendix A) with the

Town Administrator within ten (10) days. The Town Administrator shall respond within ten (10) days after receipt of the written grievance.

Step 3. If the grievance has not been settled by Step 2, either the Union or the Town may refer it to arbitration within thirty (30) days of the disposition under Step 2. The matter shall be submitted to the Labor Relations Connection. The decision of the arbitrator shall be final and binding on the parties, provided that the arbitrator shall have no power to modify, amend, or alter the Agreement, and that any award is consistent with the federal, state, and local statutes, laws, and by-laws.

The Arbitrator may only interpret such items and determine such issues as may be submitted to him or her by agreement of the parties, or by order of a court. The Arbitrator shall decide any disciplinary and discharge cases based upon the preponderance of the evidence standard of proof. The Arbitrator shall not render a decision contrary to state or federal law. The Arbitrator shall have no authority to award interest or punitive damages. The results of the arbitration shall be final and binding upon the parties with respect to all issues submitted under the Agreement as to the interpretation and application of the Agreement. The Arbitrator shall issue a decision within thirty (30) calendar days following the close of the hearing. The expense of the arbitrator shall be borne equally by the parties.

The above procedure as it applies to discipline and discharge matters shall not apply to probationary employees who have been continuously employed by the Town in the same position for less than six (6) months.

By agreement of both parties, a meeting will be held at any stage of the grievance procedure. If a meeting is held, the time limitation for answering the grievance will be from the date of the meeting. By agreement of both parties, the time limits in the steps of grievance may be changed.

ARTICLE 19: DISCIPLINE AND DISCHARGE

No employee in the bargaining unit who has completed his/her probationary period shall be disciplined, demoted, transferred, suspended, or discharged except for just cause.

In the event the Town decides to discharge an employee, the employee shall be given written notice of the grounds for discharge, and shall have an opportunity for a hearing before the Town Administrator or designee, prior to the discharge taking effect.

ARTICLE 20: CONDITIONS OF EMPLOYMENT

Employees required to possess a Commercial Driver's License will be subject to drug and alcohol testing in accordance with the regulations of the Department of Transportation and the following "Implementation of U.S. Department of Transportation Alcohol and Controlled Substances Testing Requirements."

20.01 Probationary Employees: Employees may be tested during the probationary period at such times as may be determined by management.

20.02 Absence from Duty: An employee who is absent from duty for more than twenty (20) continuous calendar days or thirty (30) calendar days in any one (1) year period on sick leave, injured-on-duty leave, disciplinary suspension, or leave of absence may be tested as a condition of returning to duty or at any time within the first month after his return to active duty.

20.03 Serious Incidents: An employee involved in an incident on the job which is serious, life threatening, or involves serious bodily injury may be tested after the incident.

20.04 Career Assignments: An employee may be tested as a condition of promotion or assignment to a specialist position.

20.05 Reasonable Suspicion: An employee may be tested after a determination by the Superintendent that there is reasonable suspicion to test the employee. Employees will execute a form acknowledging receipt of a copy of this drug testing article and agreeing to be bound thereby.

20.06 Procedures:

1. Urine samples, or blood samples as specified by the Superintendent will be taken from an employee or a prospective employee according to directions provided by the testing facility.
2. The laboratory selected to conduct the analysis must be experienced and capable of quality controls documentation, and chain of custody and must possess technical expertise and demonstrated proficiency in radioimmunoassay testing.
3. The employee to be tested will be interviewed to establish the use of any drugs currently taken under medical supervision.

Any employee taking drugs by prescription from a licensed physician as a part of treatment, which would otherwise constitute illegal drug use, must notify the tester in writing and include a letter from the treating physician.

4. Test results will be made available upon request to the employee after they are made known to the department. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. If the employee requests it, a copy of the memorandum will be placed in the employee's personnel file.
5. The testing procedures and safeguards provided in this policy shall be adhered to by all personnel associated with the administering of drug tests. For urine and/or blood sampling, the employee will be accompanied by an employee from the department assigned to supervise the taking of the sample to a collection facility. The employee will be assigned a test code identification for the purposes of maintaining anonymity and to assure privacy throughout the sampling and testing procedure. The employee will sign and certify

appropriate documentation that the coded identification of the testing sample corresponds with the assigned test code identification.

6. The employee to be tested will report to the department at the time designated for transportation to the medical facility or laboratory designated by the department to obtain the testing sample.
7. The department will designate to the testing facility the specific drug charges for which the sample is to be analyzed. The testing facility will report findings only as to those specific drugs for which the department requested testing, which may include all drugs covered by M.G.L. Chapter 94C. The testing shall consist of an initial screening test, and, if that was positive, a confirmation test. The confirmation test shall be by gas chromatography or mass spectrometry.
8. Each step of the processing of the test sample shall be documented to establish procedural integrity and the chain of custody. Where a positive result is confirmed, test samples shall be maintained in secured storage for as long as appropriate.

ARTICLE 21: CLOTHING ALLOWANCE AND EQUIPMENT

21.01. Each employee shall be eligible for reimbursement of clothing expenses up to \$800 per fiscal year.

The clothing allowance shall include the cost of work shoes, shoe type shall be reasonable for the employee's work and shall be approved by the Department Head. No single item shall exceed \$275 without prior written authorization of the Town Administrator.

21.02. The Town agrees to provide all material, equipment and special license fees, including CDL, required by the Superintendent or Department Head to perform the duties assigned to the employees covered by this Agreement. The employee shall be held responsible for the proper care and protection of equipment assigned to him.

21.03. The Town will replace personal items damaged while in the line of work, at the Town's discretion.

21.04. The Town agrees to include as a clothing allowance item prescription safety glasses for work applications where some eye protection such as goggles is normally required and where the employee can supply a receipt for the glasses.

ARTICLE 22: SAFETY

The Town seeks to promote a safe work environment and requires employees to comply with all safety laws and regulations that may be applicable.

ARTICLE 23: TRAINING AND TUITION REIMBURSEMENT

23.01. Employees may request approval of their Department Head and Department Heads may request approval of the Town Administrator to enroll in job-related seminars and other educational programs designed to meet specific development objectives. All costs for this training are paid by the Town.

23.02. The tuition reimbursement program shall be available to all full time employees; Educational assistance is available for job related courses taken at an accredited school or college. Each employee shall be reimbursed as follows:

| | |
|---|------|
| "A" grade or equivalent | 100% |
| "B" grade or equivalent | 75% |
| "C" grade or pass in a pass/fail system or equivalent | 50% |

For all tuition, registration fees, books, and any related expenses up to a total of \$1,000 per fiscal year after submitting written documentation from the institution regarding expenses paid and grade received. Such requests shall require the written approval of the Town Administrator and department head in advance of course registration. Payment will be made in the following fiscal year.

ARTICLE 24: NO STRIKE PROVISION

The Union agrees that during the term of its Agreement neither it, nor its officers or members will engage in, encourage, sanction, support, or suggest any slowdowns, mass resignations, or mass absenteeism the department. In the event that union members participate in such activities in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activities and shall instruct such members to return to their normal duties.

ARTICLE 25: TOWN PERSONNEL BYLAWS

Except benefits, policies and procedures which are specifically referenced as contract articles in this collective bargaining agreement, the employees of this bargaining unit will continue to be eligible for benefits and follow policies and procedures currently covered by the Town of Ashburnham Personnel Bylaws (as revised November 17, 2010).

Should the Town modify or delete the above-referenced benefits, policies and procedures, the Union will have the right to bargain over the impact of these modifications and/or deletions to benefits, policies, and procedures.

ARTICLE 26: STABILITY OF AGREEMENT

- 26.01 If any section of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.
- 26.02 No agreement, understanding, alteration or variation of this Agreement's terms or provisions herein contained shall bind the parties unless made and executed in writing by the parties hereto.
- 26.03 The failure of the Town or the Union to insist in any one (1) or more incidents, or upon performance of any of the terms or conditions of the Agreement, shall not be considered as a waiver or relinquishment of the right of the Town or Union to future performance of any such term or condition, and the obligations of the Town and the Union to such future performance shall continue in full force and effect.

ARTICLE 27: WAGES

The wage schedules attached as Attachment A are incorporated in and made part of this Agreement. For the year beginning July 1, 2018, retro paid back to the completion of the last contract, will be paid to all applicable employees on the payroll following the signing of this agreement. Attachment A provides for the following base wage increases:

| | |
|---------------|-----------------|
| July 1, 2018: | <i>Variable</i> |
| July 1, 2019: | 2% |
| July 1, 2020: | 2% |

In recognition of their value to the Town, employees who have completed defined terms of service with the Town shall receive an annual, lump-sum longevity payment on their employment anniversary date in accordance with the following schedule:

| | |
|---------------------------------|---------|
| Completion of 5 years' service | \$250 |
| Completion of 10 years' service | \$500 |
| Completion of 15 years' service | \$750 |
| Completion of 20 years' service | \$1,000 |

In the event that the Town's Personnel Bylaws shall change the longevity amounts, employees under this Agreement shall benefit from the higher of the contract or the personnel bylaws.

ARTICLE 28: DURATION

This Agreement between the Town and the Union entered into this date shall continue in full force and effective for a period commencing July 1, 2018 and expiring June 30, 2021.

Either the Town or the Union may give written notice sixty (60) days prior to the expiration date to the other that it desires to terminate or amend this agreement. If an amendment is requested, such written notice will contain a draft of any proposed amendments. During the negotiations of such proposed amendment, the terms of this agreement shall remain in full force and effect.

Should neither party to this agreement send a notice described above, the agreement shall be considered to have been automatically renewed for one (1) additional year.

SEIU, LOCAL 888

Brenda Rodriguez
Amel Gattuso
Jason I. Lopez
Philis Smer
[Signature]

TOWN OF ASHBURNHAM

[Signature]
MR.
R. Edgemoor

DATED JANUARY 7, 2019

ATTACHMENT A : WAGES

FY19

| | | | | | | |
|--|--------------------------|-----------------------|-----------------------|-----------------------|------------------------|-----------------------|
| | | | \$0.10 | \$0.70 | \$1.00 | \$1.00 |
| | <u>Position</u> | <u>0-1 Yrs</u> | <u>1-3 Yrs</u> | <u>3-5 Yrs</u> | <u>5-10 Yrs</u> | <u>10+ Yrs</u> |
| A | Laborer | 18.15 | 18.25 | 18.95 | 19.95 | 20.95 |
| B | Equipment Operator I | 20.00 | 20.10 | 20.80 | 21.80 | 22.80 |
| C | W/S Operator I | 21.15 | 21.25 | 21.95 | 22.95 | 23.95 |
| D | Equipment Operator 2 | 22.40 | 22.50 | 23.20 | 24.40 | 25.40 |
| E | Water/Sewer Operator II | 22.60 | 22.70 | 23.40 | 24.40 | 25.40 |
| F | Mechanic/Grounds Foreman | 22.65 | 22.75 | 23.45 | 24.45 | 25.45 |
| G | W/S Foreman | 25.80 | 25.90 | 26.60 | 27.60 | 28.60 |
| H | Highway Foreman | 28.95 | 29.05 | 29.75 | 30.75 | 31.75 |
| <p>**D 4 & 5 mirror W/S Operator II numbers for the purposes of equality with the first years wage adjustments across the department. B3 modified for equality.</p> <p><i>Years indicates years person has been in the position or held a higher position in the department. Year shall be on the anniversary date of taking the position or a higher position and counted forward.</i></p> | | | | | | |

FY20 – 2 %

FY21 – 2%